

**FORM
TERMINATION AND CANCELLATION OF
WEBSITE MANAGEMENT**

12Group

Chamber of Commerce (KvK): 86515047

Website: 12group.nl

Hereinafter referred to as: "12Group"

1 - Client Information

Client Name:

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Company Name (if applicable):

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Address:

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Postal Code and City:

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Email:

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Client Chamber of Commerce (KvK) Number (if applicable):

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Client Phone Number:

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Invoice Number of the Most Recent Website Management Invoice Received:

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2 - Managed Services to be Terminated

Please list all managed services you wish to cancel. For more than 5 websites or services, an additional form must be used.

Website / Website Management 1:

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Website / Website Management 2:

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Website / Website Management 3:

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Website / Website Management 4:

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Website / Website Management 5:

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3 - Type of Request (check applicable box)

- Cancel / terminate website management (services will be permanently stopped)
- Transfer to another party (migration)
- Transfer to 12Group (management and ownership by 12Group)
- Transfer to client (full management to client)
- Transfer to third party (provide name/details below)

Third Party Name (if applicable):

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4 - Third Party Information (only if applicable)

Third Party Name:

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Third Party Company Name:

KvK Number (if applicable):

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Third Party Email:

.....

Third Party Address:

.....

Third Party Postal Code and City:

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5 - Reason for Termination / Transfer (optional)

6 - Backups, Preparations, Management Fees, and Optional Additional Work

The client is fully and solely responsible for taking all necessary preparations prior to submitting this termination form, including but not limited to:

- Creating, verifying, and securing full backups of:
 - Website files, content, and images;
 - Databases;
 - Email accounts and messages (including inbox, sent items, and archives);
 - Configuration files, logs, and other data;
- Preparing for any migration to another manager or hosting provider;
- Preventing website and email downtime;
- Preventing data breaches, security incidents, or misuse by third parties;
- Adjusting, removing, or securing connections with external systems, APIs, DNS settings, or applications.

Management Fees

The client acknowledges and accepts that as long as the website and/or web hosting services are actively managed by 12Group, all management fees remain fully payable. Termination or migration is only considered complete once all services have actually been terminated or transferred. From that moment, management fees will cease. The client must ensure that all relevant web hosting packages and/or domain names for the canceled services are terminated on time, respecting applicable notice periods, so that costs and responsibilities can be correctly concluded.

Additional Work

Any work performed by 12Group beyond the administrative termination or cancellation of website management is considered additional work and will be invoiced separately. These invoices must be paid unconditionally and on time.

Liability and Risk

If the client fails to make the above preparations, all consequences, risks, and damages are fully and exclusively the responsibility of the client. 12Group cannot be held liable for any loss, damage, downtime, data breaches, security incidents, misuse by third parties, reputational damage, or any other negative consequences arising from insufficient preparations by the client.

7 - Declaration, Risk Acceptance, and Indemnification

(IMPORTANT: MUST BE READ BEFORE SIGNING THIS FORM!)

The client declares:

1. Full Awareness and Risk Acceptance

The client is fully aware of all technical, legal, and commercial risks involved in terminating website management and accepts these without reservation, including permanent data loss and irreversible termination of managed services.

2. Own Responsibility

The client is fully, independently, and exclusively responsible for backups, security, content, databases, emails, configurations, and connections. 12Group has no obligation to restore or maintain any services unless explicitly agreed in writing.

3. Indemnification of 12Group

The client fully, unconditionally, and definitively indemnifies 12Group from all claims, demands, compensations, or losses, direct or indirect, arising from or related to:

- Termination of website management;
- Loss or damage to files, content, databases, or emails;
- Downtime, inaccessibility, or loss of functionality;
- Cyber incidents, misuse by third parties, or security incidents;
- Errors, negligence, or misjudgments by the client.

4. Awareness of Additional Work and Financial Settlement

All work outside of administrative termination is considered additional work and will be invoiced separately. All outstanding invoices, remaining contract terms, and additional work costs remain fully payable.

5. Limitation of Liability

If liability cannot be fully excluded, it is limited to the amount the client has paid to 12Group in the three (3) months prior to termination.

6. Burden of Proof

The burden of proving that 12Group has materially failed rests entirely with the client.

7. Acknowledgment of Risks

The client explicitly acknowledges and accepts that all consequences, risks, and responsibilities related to the termination, cancellation, or transfer of website management rest entirely with the client. This includes, but is not limited to, permanent data loss, loss of functionality, downtime, system inaccessibility, damages by third parties, loss of emails or content, and any other direct or indirect damage. The client confirms that all necessary backups, security measures, and preparations have been taken before submitting this form. 12Group cannot be held liable for any damage or consequential loss, even if foreseeable. The client explicitly accepts that no claims, demands, or compensation may be made against 12Group.

8. General Terms and Conditions and Supplementary Website Management Terms

You confirm that you have taken note of and agree to:

- the General Terms and Conditions of 12Group;
- the Supplementary Terms and Conditions for Website Management of 12Group.

If you wish to receive a copy of these documents, you may contact us.

The General Terms and Conditions and the Supplementary Terms and Conditions are also available for download on the 12Group website (www.12group.nl).

8 - Misuse by Third Parties / Cyber Incidents

12Group is not liable for any direct or indirect damages caused by third-party misuse, including hacking, malware, ransomware, phishing, DNS manipulation, spoofing, or unauthorized access to systems or accounts. All risks remain fully with the client, even after service termination.

9 - Precedence, Communication, and Final Settlement

This form takes precedence over all prior or simultaneous communications, including emails, tickets, chats, correspondence, and verbal agreements.

- No rights can be derived from prior communications.
- Signing this form also applies to legal successors.
- By signing, the parties declare that they have no further claims against each other and grant each other full, final, and irrevocable discharge.

10 - Client Signature

Name (in block letters):

.....

Position within Company (if applicable):

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The following page forms an integral and inseparable part of this termination form and contains essential provisions, declarations, and the signature area. This form is only complete and legally valid if the following page has been fully read and duly signed and dated.

IMPORTANT:

The client declares that this form has been completed to the best of their knowledge and with utmost care. The client confirms having read and fully agrees with Section 7 "Declaration, Risk Acceptance, and Indemnification" By signing, the client confirms that they have carefully read, fully understood, and explicitly consent to this section, accepting without reservation all rights, responsibilities, risks, and obligations related to website management as stated therein.

Signature:

Date:

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